

3/8/04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

03-10-2004



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of

102688679

and original documents or copy thereof.

1. Name of conveying party(ies):

Flex-O-Lite, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Master Release of Lien

Execution Date: February 10, 2004

2. Name and address of receiving party(ies)

Name: Fleet National Bank, f/k/a BankBoston, NA, as agent

Internal Address:

Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 766281

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Peggy Peckham

Internal Address:

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41) \$ 415.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.

Thomas A. Kulik Name of Person Signing

Signature

March 2, 2004 Date

Total number of pages including cover sheet, attachments, and document: 11

03/09/2004 6TON11 0000077 766281

All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 OP 02 FC:8522 375.00/OP

TRADEMARK REEL: 002924 FRAME: 0893

CONTINUATION OF ITEM 4

Applications

Registrations

1328183

1008776

2417722

2463617

2468585

2469333

857709

2637256

2746880

905957

905959

1646696

1,611,284

708,308

1,624,837

MASTER RELEASE OF LIEN IN FAVOR OF FLEX-O-LITE, INC.
PURSUANT TO REVOLVING CREDIT AND ACQUISITION LOAN
AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the full, final and complete satisfaction of all obligations of FLEX-O-LITE, INC., a Delaware corporation ("Flex"), pursuant to, arising out of or in connection with that certain Revolving Credit and Acquisition Loan Agreement, originally made as of April 22, 1998, by and among Jackson Products, Inc., a Delaware corporation ("JPI"), BankBoston, N.A. and the other lending institutions listed on Schedule 1 thereto, BankBoston, N.A. as agent for itself and such other lending institutions and Mercantile Bank National Association as co-agent, as such agreement has been amended eleven times, including as most recently amended by that certain Amendment Agreement No. 11 thereto dated as of December 23, 2003, by and among: (a) JPI (the "Borrower"), (b) the Domestic Subsidiaries (as defined in the Revolving Credit Agreement, as hereinafter defined), (c) Fleet National Bank (f/k/a BankBoston, N.A.) and the other lending institutions listed on Schedule 1 to the Revolving Credit Agreement as hereinafter defined (collectively, the "Banks", the meaning of which term shall include, as appropriate for the intent hereof, the lending institutions from time to time party to the Revolving Credit Agreement, as hereinafter defined) (d) Fleet National Bank (f/k/a BankBoston, N.A.) as agent (the "Agent") for itself and the other Banks, and (e) U.S. Bank National Association (f/k/a Firststar Bank N.A. f/k/a Mercantile Bank Association), as co-agent (the "Co-Agent"), (such agreement, as amended, is referred to herein as the "Revolving Credit Agreement"), and all security agreements, guaranties and other agreements entered into by Flex pursuant thereto or in connection therewith, in all cases as amended, including without limitation (i) that certain Security Agreement, dated as of April 22, 1998, entered into by Flex, OSD Envizion, Inc., a Delaware corporation ("OSD"), Crystaloid Technologies, Inc., a Delaware corporation ("Crystaloid"), Jackson Acquisition, Inc. a Delaware Corporation ("JAI"), American Allsafe Company, then a Texas Corporation and now a Delaware corporation ("Allsafe"), Silencio/Safety Direct, Inc., a Nevada corporation ("Silencio", and together with Flex, OSD, Crystaloid, JAI, and Allsafe, the "Subsidiaries"), and BankBoston, N.A., at that time the Agent, as agent for itself and the Banks (together with any amendments thereto, the "Security Agreement"), (ii) that certain Patent Assignment, entered into and made currently with such Security Agreement, by the Subsidiaries for the benefit of the Agent and the Banks (together with any amendments thereto, the "Patent Assignment"), (iii) that certain Trademark Assignment, entered into and made currently with such Security Agreement, by Borrower for the benefit of the Agent and the Banks (together with any amendments thereto, the "Trademark Assignment") and (iv) all other security agreements, guaranties and other agreements entered into from time to time by Flex pursuant to or in connection with the Revolving Credit Agreement, (the agreements referred to in the foregoing items (i)-(iv) being, collectively, the "Revolving Credit Documents"), the Agent, on behalf of itself, the Co-Agent and the Banks and all

other parties thereto, and all of their respective predecessors in interest, hereby, for and in favor of Flex, fully releases, relinquishes, re-assigns, re-conveys and discharges any and all of its rights, title, interests, liens and security interests that were granted or created with respect to all collateral referred to in the Revolving Credit Agreement or described in the Revolving Credit Documents, including without limitation all of its rights, title, interests, liens and security interests in the collateral described on the schedule attached hereto (whether pursuant to the Revolving Credit Agreement, the Revolving Credit Documents or any other agreement or document) as well as with respect to the following:


All personal and fixture property of every kind and nature including without limitation all furniture, fixtures, all equipment and accessions, raw materials, inventory and all other capital assets, other goods, accounts, contract rights, rights to the payment of money, insurance refund claims and all other insurance claims and proceeds, tort claims, chattel paper, documents, instruments, securities and other investment property (as such term is defined in the Uniform Commercial Code), deposit accounts, rights to proceeds of letters of credit and all general intangibles including, without limitation, all tax refund claims, license fees, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, rights to sue and recover for past infringement of patents, trademarks and copyrights, computer programs, computer software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Flex possesses, uses or has authority to possess or use property (whether tangible or intangible) of others or to possess, use or have authority to possess or use property (whether tangible or intangible) of Flex, and all recorded data of any kind or nature, regardless of the medium of recording including, without limitation, all software, writings, plans, specifications and schematics.

The Agent, on behalf of itself, the Co-Agent and the Banks, agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be requested in order to more fully and effectively carry out the purposes of this Master Release of Lien.

[Signature Page Follows]

IN WITNESS WHEREOF, intending to be legally bound, Fleet National Bank (f/k/a BankBoston, N.A.) has caused this Master Release of Lien to be duly executed by its duly authorized representative as of the 10th day of February, 2004.

**FLEET NATIONAL BANK (f/k/a
BankBoston, N.A.) as Agent**

By: 
Name: Peggy Peckham
Title: Senior Workout Officer

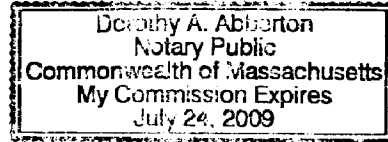
SWORN TO AND SUBSCRIBED BEFORE ME, under my official hand and seal of office on this 10th day of February, 2004.

Dorothy A. Abberton
Notary Public in and for
the Commonwealth of Massachusetts

(SEAL)

My Commission Expires: 7.24.09

AFFIDAVIT
COMMONWEALTH OF MASSACHUSETTS §
COUNTY OF SUFFOLK §



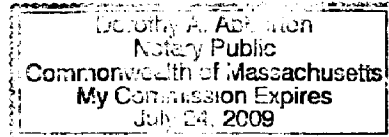
BEFORE ME, the undersigned Notary Public, on this day personally came and appeared Peggy Peckham, a Senior Workout Officer of Fleet National Bank, a national banking association, which person known to me to be the individual whose name is subscribed in the foregoing MASTER RELEASE OF LIEN, and being duly sworn, did state and acknowledge on her oath that she is authorized to execute and deliver the foregoing as a binding act and deed of the aforementioned banking association for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of February, 2004.

Dorothy A. Abberton
Notary Public in and for
the Commonwealth of Massachusetts

(SEAL)

My Commission Expires: 7.24.09



TRADEMARK REGISTRATIONS

| Company | Country | Trademark | Serial No. | Registration No. | Registration Date |
|-------------------|---------|---------------------------|------------|------------------|-------------------|
| Flex-O-Lite, Inc. | US | PARALTA | 72168107 | 766281 | 03/10/1964 |
| Flex-O-Lite, Inc. | US | ARO-LITE | 73472342 | 1328183 | 04/02/1985 |
| Flex-O-Lite, Inc. | US | NIGHTFLASHER | 73007903 | 1008776 | 04/15/1975 |
| Flex-O-Lite, Inc. | EM | FLEX-O-LINE | 253815 | 253815 | 04/15/? |
| Flex-O-Lite, Inc. | EM | FLEX-O-LITE | 253 781 | 253 781 | 04/15/? |
| Flex-O-Lite, Inc. | EM | BLAST-O-LITE | 256842 | 256842 | 04/15/? |
| Flex-O-Lite, Inc. | US | BRITE-BLEND | 75923523 | 2417722 | 01/02/2001 |
| Flex-O-Lite, Inc. | US | AQUA-BRITE | 75923509 | 2463617 | 06/26/2001 |
| Flex-O-Lite, Inc. | US | EPOXY-BRITE | 75923507 | 2468585 | 07/10/2001 |
| Flex-O-Lite, Inc. | US | THERMO-BRITE | 75923508 | 2469333 | 07/17/2001 |
| Flex-O-Lite, Inc. | US | BLAST-O-LITE | 72274061 | 857709 | 10/01/1968 |
| Flex-O-Lite, Inc. | US | PATHLITE & Design | 76315344 | 2637256 | 10/15/2002 |
| Flex-O-Lite, Inc. | US | SERVICES AND MATERIALS | 76454380 | 2746880 | 08/05/2003 |
| Flex-O-Lite, Inc. | US | FLEX-O-LINE | 72311863 | 905957 | 01/12/1971 |
| Flex-O-Lite, Inc. | US | FLEX-O-LITE | 72315549 | 905959 | 01/12/1971 |
| Flex-O-Lite, Inc. | US | SUNDOWNER | 74062325 | 1646696 | 06/04/1991 |
| Flex-O-Lite, Inc. | GB | BLAST-O-LITE | | 908,830 | 05/01/? |
| Flex-O-Lite, Inc. | GB | FLEX-O-LITE | | 908,829 | 05/01/? |
| Flex-O-Lite, Inc. | CA | BLAST-O-LITE | 318642 | TMA 165973 | 10/31/1969 |
| Flex-O-Lite, Inc. | CA | FLEX-O-LINE | 320520 | TMA 169017 | 05/08/1970 |
| Flex-O-Lite, Inc. | US | 831 | | 1,611,284 | 8/28/1990 |
| Flex-O-Lite, Inc. | US | FLEX-O-LITE AND DESIGN | | 708,308 | 1/12/1971 |
| Flex-O-Lite, Inc. | US | REMOVABLE WORKZONE | | 1,624,837 | 11/27/1990 |

PATENT REGISTRATIONS

| Company | Country | Title | Patent No. | Serial No. | Issue Date |
|----------------|----------------|---|-------------------|-------------------|-------------------|
| Flex-O-Lite | US | Yieldable sign stand | 4,951,407 | 07/117,032 | 08/28/1990 |
| Flex-O-Lite | US | Plastic barricade | 4,859,983 | 07/208,865 | 08/22/1989 |
| Flex-O-Lite | US | Traffic channelizer base | 5,630,675 | 08/531,101 | 05/20/1997 |
| Flex-O-Lite | US | Reflective marking tape with mesh layer | 5,679,437 | 08/509,658 | 10/21/1997 |
| Flex-O-Lite | US | Solar powered barricade light | D341,100 | 07/934,341 | 11/09/1993 |
| Flex-O-Lite | US | Combination cooler, stool and table | D305,850 | 07/036,694 | 02/06/1990 |
| Flex-O-Lite | US | Solar powered barricade light | D341,099 | 07/934,152 | 11/09/1993 |
| Flex-O-Lite | US | Channelizer drum and handle therefor | D481,965 | 29/174,609 | 11/11/2003 |

PATENT APPLICATIONS

| Company | Country | Title | Application No. | Date Filed |
|----------------|----------------|-------------------|------------------------|-------------------|
| Flex-O-Lite | US | Traffic barricade | 29/174,286 | 1/14/2003 |

Exhibit of Registration and Applications

Applications

Registrations

766281

1328183

1008776

2417722

2463617

2468585

2469333

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2746880

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